

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF New York

Marcus Simans

Plaintiff(s),

against

Qatar Airways

Defendant(s).

Index No. 100607/2022

Summons

Date Index No. Purchased:

June 15th, 2022

C/O
CSC

To the above named Defendant(s)

Terminal B- JFK International Airport
Room 10-259B Jamaica, NY 11430 USA
Phone: 718-751-3541

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue is New York City resident
which is 201 West 70th St. New York, NY 10023

Dated: June 15th, 2022

Pro Se Plaintiff

by 

(Type in name of signing attorney)

Attorneys for Plaintiff

201 West 70th St. New York, NY 10023 APT
221

NEW YORK
COUNTY CLERK'S OFFICE

JUN 15 2022

NOT COMPARED
WITH COPY FILE

Supreme Court of New York State, New York County

June 14th, 2022

Marcus L. Sirmans
201 West 70th St. New York, NY 10023 APT 23L
Phone number: (914) 621-6609
E-mail: sirmansm@gmail.com

Plaintiff

vs.

Qatar Airways
Terminal 8- JFK International Airport
Room 10-259B Jamaica, NY 11430, USA
Phone: 718-751-3541

Defendant,

Complaint

Pro Se Plaintiff sues Qatar Airways for gross negligence under New York law gross negligence is defined as conduct that “evinces a reckless disregard for the rights of others or “smacks of intentional wrongdoing” or where a party “fails to exercise even slight care”. This arose after Qatar Airways delayed and withheld passengers 5 pieces of luggage for a total of 7 days without notification. Qatar Airways mishandled and acted with carelessness when delivering the 5 pieces of luggage on May 17th after week of the baggage’s being delayed without regard for passengers’ expenses, inability to travel to other states, attend weddings and full be present for his trip to in New York due to the exacerbating long baggage delay. There was a total of 25 nonstop flights that from Doha in JFK prior to the baggage being delivered on May 17th, 2022.

Pro Se Plaintiff sues Qatar Airways for willful misconduct, In New York, willful misconduct occurs when a “person intentionally acts or fails to act knowing that (his, her) conduct will probably result in injury or damage.” Willful misconduct can also occur when “a person acts in so reckless a

manner or fails to act in circumstances where an act is clearly required, so as to indicate disregard of (his, her) action or inaction.”¹⁰ A party claiming willful misconduct must show an “intentional act of unreasonable character performed in disregard of a known or obvious risk so great as to make it highly probable that harm would result.”¹¹ The willful misconduct standard is similar to the gross negligence standard; however, it focuses more on the harm that a party’s action or inaction caused. Qatar Airways acted with willful misconduct by failing to notify passenger that baggage would not be handled on the next flight or even several flights after the initial date of arrival on May 11th, 2022. The duty of an airline is to ensure that all possible measures of executed to have delayed baggage arrive in efficient manner. Qatar Airways did not.

Pro Se Plaintiff sues Qatar Airways for punitive damages that arose because of not having checked luggage arrive for 7 calendar days. Pro Se Plaintiff was in New York to attend 2 weddings and had modify and purchase two new tuxedos, cufflinks, shoes, and many other items because of the baggage being mishandled and delayed.

Factual Background

On May 10th, 2022, Pro Se Plaintiff flew on QR703 flight from Doha Hamad International Airport to John F Kennedy International Airport departure 1:55am arrival 9:00am ET. Upon an early check in, Marcus Sirmans paid an additional \$258.53 USD to check a fifth luggage piece. The luggage pieces were tagged under QR269451 / QR269538 / QR269537 / QR269641 / QR269452 and were all confirmed to be checked in prior to the departure to JFK. Upon arrival, Pro Se plaintiff was notified by Qatar Airways represented that unfortunately the baggage was unable to fit underneath the plane due to excess luggage but informed Pro Se plaintiff that the baggage would arrive on the next flight scheduled to arrive later in the day of May 11th. We filed a property irregularity report under the file reference: JFK2508368. Pro Se Plaintiff was notified that the

luggage would promptly be delivered to his address in New York on the next flight. However, this did not occur, and the bags were not received until May 17th, 2022. 7 calendar days after the flight arrived at JFK on May 11th, 2022. This caused immediate financial distress, damages and caused pro se plaintiff the inability to travel to a wedding outside of New York as plaintiff needed to remain at the location until the baggage arrived.

Direct damages because of delayed baggage included:

Loss of travel: \$100,0000
Purchase of clothes: \$25,000
Purchase of two tuxedo: \$20,000
Purchase of shoes: \$5,000
Purchase of cufflinks: \$5,000

Pro Se Plaintiff wants to resolve this matter with a mutually beneficial and confidential settlement agreement for the incurred costs and damages. It is my hope and expectation that this can be resolved expeditiously and equitably with civility and understanding. Pro Se Plaintiff demands for settlement in the amount of *\$155,000* to obtain recompense for the damages and costs incurred as a direct result of *Qatar Airways* wilful misconduct and gross negligence. Pro Se Plaintiff seeks compensatory damages in the amount of *\$155,000* in addition to any additional cost incurred by the Plaintiff in connection to this action. The compensatory damages occurred because of the gross negligence, willful misconduct, and failure to adhere to guidelines provided written and oral expressed by Defendant, Qatar Airways, and its associates. It is my hope the court will act swiftly to provide relief

grant relief and compensation as the court deems just and proper.

Respectfully,

Marcus Simons

Pro Se Plaintiff, Marcus Simons

QATAR
الخطوط الجوية القطرية
AIRWAYS



PROPERTY IRREGULARITY REPORT
QATAR AIRWAYS

TERMINAL 8 - JFK INTERNATIONAL AIRPORT

ROOM 10-259B JAMAICA NY 11430 USA

PHONE: 718 751 3541 TIMING: 12:00 PM- 4:00PM (DAILY)

FAX: 718 553 2070 EMAIL: IFKLLOR@US.QATARAIRWAYS.COM

FILE REF

JFK2508368

RACER REF

ME

3:28 AM, 11-May-2022

IALS

BELLE GLOVER / ZENA LOTUS

TE

MS / BZ

BAGS

QR1366 | 08-May-2022 / QR0703 | 11-May-2022

BER

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1572398756721

QR269451 / QR269538 / QR269537 / QR269641 / QR269452

Baggage was not available for collection upon your arrival today and apologise for any inconvenience this has caused. We will make every effort to trace your baggage as soon as possible.

Documentation from your trip, including your ticket(s), baggage tag(s), boarding pass(es) and excess baggage receipts are mandatory to process your baggage claim.

File your claim at <https://haqiba.qatarairways.com.qa/Haqiba>, or chat with one of our baggage agents via

<https://haqiba.qatarairways.com.qa/BaggageTracking>.

This report does not constitute an acknowledgement of liability.



Dear Mr Marcus Sirmans,
Thank you for choosing Qatar Airways.
We look forward to welcoming you onboard.

E-TICKET RECEIPT

Booking Reference

R7NC8W

Ticket Number

157-2392803628

Flight / Operated By	Departs / Arrives	Class	Fare Basis	Travel Not Valid	Special Services
QR955 Qatar Airways	JKT (CGK), Soekarno Hatta International Fri, 22 Apr 2022 01:10	ECONOMY (V)		Before - After -	
Flight Date/Time Has	DOH (DOH), Hamad International Airport Fri, 22 Apr 2022 05:45				
QR1367 Qatar Airways	DOH (DOH), Hamad International Airport Fri, 22 Apr 2022 07:30	ECONOMY (V)		Before - After -	
Flight Date/Time Has	JNB (JNB), O.R. Tambo International Fri, 22 Apr 2022 14:55				
QR955 Qatar Airways	JKT (CGK), Soekarno Hatta International Sat, 23 Apr 2022 01:10	ECONOMY (V) Baggage Allowance 2 Pieces	VJR9R1SQ	Before - 23-Apr-22 After - 23-Apr-23	
Confirmed	DOH (DOH), Hamad International Airport Sat, 23 Apr 2022 05:45				
QR1377 Qatar Airways	DOH (DOH), Hamad International Airport Sat, 23 Apr 2022 08:25	ECONOMY (V) Baggage Allowance 2 Pieces	VJR9R1SQ	Before - 23-Apr-22 After - 23-Apr-23	
Confirmed	JNB (JNB), O.R. Tambo International Sat, 23 Apr 2022 15:50				

Receipt	Contact Details
Ticket Fare USD 702.00	Date of Purchase 21-Apr-22
Taxes and Carrier imposed Fees USD 15.90 D5, USD 16.50 Passenger Facility Charge PFC (G4AF), USD 0.50 PZ, USD 16.50 QA, USD 2.70 R9, USD 181.00 YQ, USD 22.00 YR	Office Visit www.qatarairways.com/contactus
Total USD 55.00	
Payment CREDITCARD 480990xxxxx3335	

This ticket was purchased on qatarairways.com. If you did not pay for this ticket directly through qatarairways.com or received this ticket from a travel agent, please contact the nearest Qatar Airways office immediately.

• PAX WAIVER COVID1060B - USD100.00 NONREF - /C1-2 NON END/CHNG PENALTIES AS PER RULE

Note: Qatar Airways may request additional payment verification for itineraries paid for with credit cards.

Purchase conditions:

- Check-in and Boarding
Arrive at least three and a half hours before your flight. There may be delays at the airport due to extra check-in procedures. Ensure you have plenty of time to check-in safely and make your way to your gate.
- Exception: when travelling from LHR, LGW, CDG, IST, TUN and India arrive at least 04 hours before your flight to complete check-in procedures.
- For more information on baggage rules and restrictions on Qatar Airways flights, please click [here](#).
- Baggage allowance may differ for flights operated by another carrier. Please click [here](#) for more details.
- Should you wish to change your booking, and the originally purchased fare or booking class is not available for your new flights, difference of fare will be collected on top of the change fee if the rule permits changes.
- If you have a stopover in Doha, please click [here](#) for more information.
- An additional administrative/service fee for rebooking/cancellation may apply.
- When a ticket is booked with a combination of fares, the most restrictive cancellation rule will apply.
- Fares are not guaranteed until full payment is received and tickets are issued.
- Where applicable, local airport taxes will be collected at time of check-in.
- Additional card transaction fees may apply and is dependent on the card-issuer.
- You should carry a copy of this booking confirmation while you travel as it may be required for immigration purposes.
- Remember to check your immigration and health requirements before you travel and ensure you carry the required travel documents.
- If you are holding a non-Qatar Airways ticket for a connection afterwards, you will need to hold immigration approval to land at the final city in your itinerary that

Notice

- To make a change to your booking, you can use the 'Manage Booking' option on qatarairways.com or contact the nearest Qatar Airways office. Please refer to qatarairways.com/contact for details.
- You can check Qatar Airways flights' status at fs.qatarairways.com/flightstatus
- For feedback and complaints please visit qatarairways.com/tell-us

Data Protection Notice: Your personal data will be processed in accordance with the applicable carrier's privacy policy and, if your booking is made via a reservation system provider ("GDS"), with its privacy policy. These are available at <http://www.fatatravelcenter.com/privacy> or from the carrier or GDS directly. You should read this documentation, which applies to your booking and specifies, for example, how your personal data is collected, stored, used, disclosed and transferred (applicable for interline carriage).

Infant bassinet information: The following conditions will apply to customers travelling on Qatar Airways operated flights who have requested for a bassinet seat for the infant;

- The maximum body weight of an infant should not exceed 11kgs (24lbs);
- The infant must be less than 2 years old, and;
- The infant must fit within the confines of the baby bassinet.

NEXT STEPS

Manage your booking
qatarairways.com/managemybooking

Check-in Online
qatarairways.com/checkinonline

Note: Your travel itinerary is subject to Qatar Airways' full conditions of carriage, available at qatarairways.com/legal or upon request from your nearest Qatar Airways office.